



*KŪKULU KE EA A KANALOA*

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*Executive Director*

**KAHO`OLAWA ISLAND RESERVE COMMISSION**

811 Kolu Street, Suite 201, Wailuku, HI 96793  
Telephone (808) 243-5020 Fax (808) 243-5885

Procurement Notice Posted: November 3, 2010

**INVITATION FOR BIDS  
No. OPS11-HELO01**

**SEALED OFFERS  
TO  
PROVIDE PASSENGER AND CARGO  
HELICOPTER TRANSPORTATION SERVICE  
FOR THE  
KAHO`OLAWA ISLAND RESERVE COMMISSION**

WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST) ON

THURSDAY, NOVEMBER 18, 2010

AT THE OFFICE OF THE KAHO`OLAWA ISLAND RESERVE COMMISSION

811 KOLU STREET, SUITE 201

WAILUKU, HAWAII 96793

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO

MS. MICHELE MCLEAN

(phone: 808-243-5030 or e-mail: [mmclean@kirc.hawaii.gov](mailto:mmclean@kirc.hawaii.gov)).

## **SECTION I: BACKGROUND**

Hawai'i State Law establishes the Kaho'olawe Island Reserve (Reserve) and the Kaho'olawe Island Reserve Commission (KIRC). The KIRC governs the Reserve, manages its environmental restoration and preservation, and determines the appropriate uses of the island of Kaho'olawe and its marine waters two miles seaward from the shoreline.

Pursuant to Chapter 6K of the Hawai'i Revised Statutes (HRS), the Reserve is to be used solely and exclusively for the preservation and practice of all rights customarily and traditionally exercised by native Hawaiians for cultural, spiritual, and subsistence purposes; preservation and protection of its archaeological, historical, and environmental resources; rehabilitation, revegetation, habitat restoration and preservation; and education. Commercial uses are strictly prohibited.

Title X of the Defense Appropriations Act of 1994 (Title X) returned Kaho'olawe to the State of Hawai'i and required the U.S. Navy to complete a program of unexploded ordnance (UXO) removal and environmental remediation within ten years. Under the authority of Title X, the Navy and the State executed a Memorandum of Understanding signed May 7, 1994, designating the KIRC as the representative of the State of Hawai'i in all agreements, plans, and protocols. On November 11, 2003, ten years after the enactment of Title X, the U.S. Navy transferred the control of access to the KIRC.

Kaho'olawe Island is located 94 miles (151.3 km) southeast of O'ahu and six miles (9.7 km) southwest of Maui, and has an area of approximately 28,800 acres. It is 11 miles (17.7 km) long, seven miles (11.3 km) wide and has a peak elevation of 1,477 feet (450 m). The Kaho'olawe Island Reserve includes the island and waters extending seaward two miles (3.2 km) from the shoreline.

The island is remote and uninhabited, without permanent facilities or utilities, and includes only limited dirt roads and foot trails. A "base camp" kauhale is located at Honokanai'a, on Kaho'olawe's southwest coast, and provides basic sleeping, eating, storage and workshop structures. Telephone, internet and radio communications are provided by microwave and radio links; television is provided by satellite dish. Additionally, a kauhale used regularly by the Protect Kaho'olawe 'Ohana is located at Hakioawa.

## **SECTION II: PURPOSE AND OBJECTIVE**

KIRC personnel typically mobilize to Kaho'olawe on Monday mornings, stay for three nights, and extract on Thursday afternoons. Goods and supplies are also transported to and from Kaho'olawe on these and other days. This transportation is provided almost exclusively by KIRC's landing craft cargo vessel 'Ōhua. However, there remain occasions where passenger and cargo helicopter services are still required, whether to access remote areas that cannot be served by boat, transport cargo that is impractical to transport by boat, or provide service when the vessel cannot operate (e.g. due to ocean conditions or mechanical concerns).

KIRC currently has contracts in place for passenger and cargo transportation services; however, this contract is set to expire in early 2011 and cannot be extended. The purpose of this Invitation for Bids is to procure helicopter transportation services for passengers and cargo for the Kaho`olawe Island Reserve Commission.

### **SECTION III: SCOPE OF WORK**

#### **A. Specifications**

It should be noted that the Specifications below are typical of KIRC's historical helicopter transportation movements that cannot be provided by boat. The number and frequency of the movements described below are for descriptive purposes; they do not represent a commitment from KIRC for a certain frequency of flights.

Currently, there are four established and maintained landing zones on Kaho`olawe: Honokanai`a (LZ Base Camp), LZ Lee, LZ Quail and LZ1. There are also seven landing areas that are not regularly maintained, whose use is subject to pilot discretion: LZ Squid, LZ Seagull, LZ Kanapou, LZ2, LZ3, LZ4 and LZ Hakioawa.

**Bidders are to bid only on those services that they are fully equipped and staffed to provide** (e.g., passenger transportation only).

1. Passenger Transportation. Planned and scheduled passenger flights are needed to conduct aerial coastal surveys of the Reserve (once per month), to transport personnel to, from and within the Reserve (once per month), or to facilitate occasional VIP or other special trips.

A certified OAS (Office of Aviation Safety) pilot and aircraft are also needed to transport federal employees to, from and within the Reserve; such trips are also planned but are not conducted on a regular basis.

For the above planned and scheduled trips, KIRC shall contact the Contractor at least two weeks in advance to coordinate dates and time that are mutually agreeable.

Additionally, KIRC will occasionally need to transport passengers with some degree of urgency (e.g., UXO response, generator repair, family or health concern), and to transport personnel when KIRC's vessel cannot operate. Such services cannot be planned or scheduled in advance. *KIRC recognizes that pilots and aircraft may not always be available with little notice; in such event, the Contractor shall arrange to subcontract such services to another provider to the greatest extent practicable.*

The Contractor shall provide all passengers with an orientation and a general safety briefing prior to their flights. KIRC shall provide the Contractor with all passenger and luggage weights; the Contractor shall be responsible for confirming the accuracy of these weights. The Contractor shall provide a personal flotation device and adequate OSHA-approved hearing protection (e.g., ear plugs) for each passenger. KIRC shall ensure that passengers complete KIRC liability waiver forms prior to their flights.

The Contractor shall be aware that passengers may arrive for their flights at varying times and from various locations. A sheltered waiting area shall be provided for these passengers to congregate before their flights depart and/or after their flights return. Access to a restroom shall also be provided.

2. Cargo Transportation. Goods and supplies to support KIRC programs and operations activities also need to be transported on an occasional basis. Supplies may include items considered to be hazardous materials, requiring certified HAZMAT transportation, such as fire extinguishers and vehicle batteries. Contractor shall be responsible for preparing HAZMAT cargo.

Bidders shall indicate whether internal and/or external (sling-load) cargo service can be provided and shall indicate maximum capacities (e.g., size, weight).

It is believed that cargo transportation services will be planned; KIRC shall contact the Contractor at least two weeks in advance to coordinate dates and time that are mutually agreeable. *In the event that KIRC requires unplanned cargo transportation services, KIRC recognizes that pilots and aircraft may not always be available with little notice; in such event, the Contractor shall arrange to subcontract such services to another provider to the greatest extent practicable.*

The Contractor shall sign for, receive and temporarily store KIRC cargo deliveries for goods that are to be transported to Kaho`olawe. Such cargo may include food products (perishable and non-perishable), plants, equipment and various supplies. Deliveries will be made to the Contractor's hangar at the Kahului heliport and/or another location specified by the Contractor.

The Contractor shall be responsible for providing adequate manpower to prepare and load all cargo, including determining cargo weights as needed.

### 3. Ground Support.

In addition to the above-referenced support needed to receive passengers and cargo, basic ground support services are needed to assist in loading and unloading passengers and their baggage; forwarding packing slips to KIRC upon receipt of deliveries; temporary storage of cargo to be taken to, or that was brought from, Kaho`olawe; and similar related assistance.

KIRC will provide the Contractor with radios to communicate with KIRC's office on Maui and with KIRC and contracted personnel in the Reserve.

Bids can include ground support costs (e.g., hourly, per flight, etc.).

## **B. Contractor Operations Requirements**

1. The Contractor is required to comply with generally accepted standards of airmanship, training and preventative maintenance schedules and procedures in accordance with all applicable federal, state and local regulations.

2. Within 45 days of Contract award, the Contractor shall provide written assurance that the Contractor's transportation services performed under the Contract conform to all applicable federal, state and local regulations. The written assurance shall include a Contractor confirmation of compliance with applicable regulations and copies of all applicable permits, licenses, and approvals. All costs associated with obtaining and/or maintaining said permits, licenses and approvals shall be at the Contractor's expense.
3. Helicopters shall meet the following specifications, as applicable:
  - a. Operate in a maximum wind speed of 40 knots with a gust spread of 15 knots;
  - b. VHF Radio capable of air-to-air and air-to-ground communication; and
  - c. 800 MHz Range Radio transceiver, EF Johnson Model 8565 compatible multi-box.
4. The Contractor shall be obligated to comply with generally accepted standards of airmanship, training and maintenance practices and procedures. In addition, Contractor shall comply with all provisions of applicable statutes, tenders of service, and Contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration regulations, airworthiness directives, orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published standards may not, by itself, constitute compliance with generally accepted standards of airmanship, training or maintenance.
5. The Contractor shall maintain all components and surfaces of the aircraft to be clean, orderly, and in a good state of repair. Failure to do so shall be deemed a failure to comply with generally accepted standards of maintenance to the extent that the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance or airworthiness of the aircraft.

*The Contractor shall provide the KIRC with a schedule of all regular and FAA-required maintenance, including anticipated duration, at least two weeks prior to such maintenance being performed.*

6. Should the KIRC determine that any of the following conditions exist; the KIRC may suspend or place in temporary non-use status the Contractor's further performance of air transportation services:
  - a. Contractor's failure to meet any of the obligations imposed by the preceding paragraphs 1, 4 and 5, above.
  - b. Involvement of the Contractor's aircraft in a serious or fatal accident, incident or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this Contract).

- c. Any other conditions which affects the safe operation of the Contractor's flights hereunder.
- d. Such suspension shall be accomplished pursuant to applicable federal, state, and local laws and regulations. The suspension procedures, including the temporary non-use, reinstatement and appeals processes, set out therein, shall be binding, final and conclusive. In no event shall suspension or temporary non-use proceedings, regardless of the outcome, give rise to any liability on the part of the KIRC.
- e. Suspension or temporary non-use hereunder resulting in unavailability of the Contractor's aircraft to perform service under this Contract shall be treated as failure to maintain authorization to engage in air transportation.

### **C. Contractor Indemnification and Insurance Requirements**

Contractor shall defend, indemnify, and hold harmless the State of Hawai'i, the KIRC, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this Contract. In the case the State of Hawai'i, the KIRC, and their officers, employees, or agents, without any fault on their part, be made a party to any litigation commenced by or against the Contractor in connection with this Contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State of Hawai'i, the KIRC, and their officers, employees, or agents, including attorneys' fees.

The Contractor shall procure and maintain, at its cost and expense and acceptable to the KIRC, in full force and effect throughout the term of this Contract, comprehensive general liability insurance, or its equivalent, in an amount of at least \$2,000,000 for each occurrence, with an insurance company or companies licensed to do business in the State of Hawai'i. The policy or policies of insurance shall name the State of Hawai'i as an additional insured.

The Contractor shall procure and maintain, at its cost and expense and acceptable to the KIRC, in full force and effect throughout the term of this Contract, aviation insurance, or its equivalent, in an amount of at least \$2,000,000 for each occurrence, with an insurance company or companies licensed to do business in the State of Hawai'i. The policy or policies of insurance shall name the State of Hawai'i as an additional insured.

Such insurance will include coverage in like amount for products/completed operations, contractual liability, and personal and advertising injury. "Claims made" policies are not acceptable.

## **SECTION IV: GUIDELINES FOR RESPONDING**

### **A. Content**

All proposals are to contain, at a minimum, the following information:

1. A statement of qualification identifying bidder's experience and training, including verification of compliance or commitment to comply with Sections III.B and C above.
2. A brief description of bidder's organization, including the identification of those who will be involved in the provision of the services.
3. Bidder's scheduling and availability for completing the services to be provided.
4. Bidder's costs for services described in Section III.A above (only those services that bidder provides); see page OF-16 for a sample.
5. Any information, assistance, planning or logistics that the Bidder requires from the KIRC.
6. The proposal shall be signed by an individual authorized to bind the bidder and shall contain a statement that the proposal is a firm offer for a thirty (30) day period (see page OF-14). The proposal shall also provide the following information: Name, title, address, and telephone number of an individual who may be contacted during the period of bid review.

### **B. General**

Bids may be organized in whatever manner bidder believes will best present the information required; **bidders may bid on any service that they can regularly provide and are not required to bid on all solicited services.**

Any and all changes to this IFB will be made by KIRC in the form of written addenda that will be posted on the websites of the Hawai'i State Procurement Office and the KIRC.

Bidders shall disclose potential conflicts of interest in the proposal.

Three (3) copies of a bid should be submitted to the Kaho'olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, HI 96793, by mail or hand-delivery, no later than 4:00 p.m., HST, on Thursday, November 18, 2010.

### **C. Costs**

Preparation of proposals shall be at the Bidders' expense.

## **SECTION V: SPECIAL PROVISIONS**

### **A. Terms and Acronyms Used Herein**

Procurement Officer	= The contracting officer for the Kaho`olawe Island Reserve Commission; for this IFB, Ms. Michele McLean.
SPO	= State of Hawai`i Procurement Office.
KIRC	= Kaho`olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, HI 96793.
State	= All agencies, including schools, participating in this agreement.
Bidder or Offeror	= Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	= Hawai`i Revised Statutes.
HAR	= Hawai`i Administrative Rules.
GTC	= General Conditions, State of Hawai`i form AG-008, dated April 15, 2009.
IFB	= Invitation for Bids.
GET	= General Excise Tax.

### **B. Scope**

The provision of helicopter transportation services for the Kaho`olawe Island Reserve Commission shall be in accordance with these Special Provisions, the Specifications herein, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawai`i, Maui and Kaua`i, and on the State of Hawai`i website: <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

### **C. State's Commitment**

In return for prices submitted, the Kaho`olawe Island Reserve Commission will procure the services specified herein from the successful low responsible bidder(s). **It is anticipated that more than one bidder may be selected, as it is unlikely that any one bidder provides all of the services described in Section III.A.**

### **D. Term of Contract**

The successful low bidder(s) shall enter into a contract(s) as specified in the Notice to Proceed. The initial contract term is anticipated to be twelve (12) months.

The initial contract amount will be what the KIRC estimates spending with the Contractor for the initial contract period. Total services under this IFB are anticipated to be approximately \$100,000 for the term of the contract(s).

The contract(s) may be extended by mutual agreement for up to three (3) additional time periods of up to twelve (12) months each, provided that the contract price(s) for the extended period conforms to Price Adjustment provisions herein.



### **E. Federal Funds**

It is understood and agreed by all bidders that if the contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this contract to be payable from federal funds, the Contractor shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the State of Hawai'i to receive anticipated federal funds shall not be considered a breach by the State of Hawai'i or an excuse for nonperformance by the Contractor.

### **F. Contract Administrator**

For purposes of this contract, Ms. Michele McLean is designated Contract Administrator. Ms. McLean may be reached by telephone at 808-243-5030, facsimile at 808-243-5885 or email at [mmclean@kirc.hawaii.gov](mailto:mmclean@kirc.hawaii.gov).

### **G. Responsibility of Bidders**

Bidder is advised that if awarded a contract under this solicitation, bidder shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care;
6. Comprehensive general liability insurance policy(ies) certificate(s);
7. Aviation insurance policy(ies) certificate(s); and
8. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or
  - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawai'i business").

Refer to the "Award of Contract" provision below for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

### **H. Bidder's Authority to Sell**

KIRC will not participate in determinations regarding a bidder's authority to offer a service. If there is question or doubt regarding a bidder's right or ability to provide a service, the bidder should resolve that question prior to submitting a bid. If a bidder offers a service that meets specifications and is acceptable, and the price submitted is the lowest responsible bid, the Contract will be awarded to that bidder. If after award, it is revealed that the Contractor cannot, for any reason, provide the service under Contract, then the provisions of Paragraph 13, "Termination for Default" (pages 5-6), of the GTC shall apply.

## **I. Bid Preparation**

Offer Form, Page OF-14. Bidder is requested to submit its offer using bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate the exact legal name in the appropriate space on the Offer Form, Page OF-14. Failure to do so may delay proper execution of the contract.

**The authorized signature on Page OF-14 of the Offer Form shall be an original signature in ink.** If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the bidder's intent to be bound.

Hawai'i Business. A business entity referred to as a "Hawai'i business", is registered and incorporated or organized under the laws of the State of Hawai'i.

Compliant Non-Hawai'i Business. A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Bidders are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption (see page OF-15).

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment (see page OF-15).

Bid Price. Prices shall include all costs incurred in the performance of the Contract. The amount of GET may be added to the invoice as a separate line item and shall not exceed the current rate. The prices quoted shall be the all inclusive cost to KIRC and no other charges will be honored.

## **J. Award of Contract**

Method of Award . To be considered for award, bidder is asked to bid only on services that bidder regularly provides. Award(s), if any, shall be made to the responsive responsible bidder(s) submitting the lowest estimated bid(s) for services.

Responsibility of Lowest Responsive Bidder. Reference "Responsibility of offerors" in §3-122-112, HAR. If compliance documents have not been submitted to the KIRC prior to award, the lowest responsive bidder shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to §103D-328, HRS, the lowest responsive bidder shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation ("DOTAX") and the Internal Revenue Service ("IRS"). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the KIRC.

The tax clearance certificate shall be obtained with a "Tax Clearance Application" Form A-6 (Rev. 2003), which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.state.hi.us/tax/a1\\_1alphalist.htm](http://www.state.hi.us/tax/a1_1alphalist.htm)

DOTAX Forms by Fax/Mail: (808) 587-7572  
(800) 222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS and not to the KIRC.

Contractor is also required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive bidder shall be required to submit an approved certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the KIRC.

The certificate of compliance shall be obtained with an "Application for Certificate of Compliance with Section 3-122-112 HAR" Form LIR#27, which is available at <http://hawaii.gov/labor/formsall.shtml>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the bidder, who in turn shall submit it to the KIRC.

The application for the certificate is the responsibility of the bidder, and must be submitted directly to the DLIR and not to the KIRC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive bidder shall be required to submit a "Certificate of Good Standing" issued by the State of Hawai'i Department of Commerce and Consumer Affairs ("DCCA") Business Registration Division. The Certificate is valid for six months from date of issue and must be valid on the date it is received by the KIRC.

To obtain the Certificate, the bidder must first be registered with DCCA. A sole proprietorship, however, is not required to register with DCCA, and therefore not required to submit the Certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, bidders can call (808) 586-2727 (M-F 7:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining the Certificate.

Insurance. The Contractor shall submit a certificate(s) showing the comprehensive general liability insurance policy(ies) and aviation insurance policy(ies) to be initially in force. The certificate(s) must be kept on deposit during the entire Contract term, and like certificate(s) shall be furnished upon each renewal of the policy(ies). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the KIRC.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the KIRC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a Tax Clearance form, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of SPO Form-22 is available from the KIRC or at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

#### **K. Execution of Contract**

No performance or payment bond shall be required for any contract resulting from this solicitation.

KIRC shall forward to the successful bidder(s) a formal contract(s) to be signed by the Contractor(s) and returned to KIRC within ten (10) business days. No work is to be undertaken by the Contractor(s) prior to the commencement date specified in the Notice to Proceed issued by the KIRC upon execution of the contract by both parties. The State of Hawai'i and/or KIRC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor(s) prior to the official commencement date.

#### **L. Notice to Proceed**

No work is to be undertaken by the Contractor(s) prior to the official commencement date in the Notice to Proceed. The State and/or KIRC is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor(s) prior to the work start date.

#### **M. Liquidated Damages**

In the event the Contractor does not perform under the terms of the Contract, Paragraph 9, "Liquidated Damages" (page 4), of the GTC shall apply. Liquidated damages are fixed at the sum one percent (1%) of the final Contract price per day for each and every calendar day the Contractor does not perform its services pursuant to the Contract.

#### **N. Price Adjustment**

After the first six months of the Contract term or extension period, if applicable, the Contractor may request an increase(s) in Contract price when a substantial price increase(s) on products or services is imposed upon the Contractor. Such request must be made in writing to the Procurement Officer and must meet the following conditions:

1. Request for a price increase(s) shall be limited to the actual increase(s) imposed upon the Contractor.
2. Contractor shall submit at the time of such written request, documentation or verification of the increase(s) imposed upon the Contractor.
3. No price increase will be allowed for the initial six months of the Contract term, nor the initial six months of any Contract extension. A price increase(s), if any, shall be effective upon approval by the Procurement Officer; approval shall be made within ten (10) calendar days after receipt by KIRC.

#### **O. Invoicing**

Contractor shall submit one original – an indisputable original – of each invoice to the address below. Invoices should reference the assigned contract number.

Kaho`olawe Island Reserve Commission  
811 Kolu Street, Suite 201  
Wailuku, HI 96793

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the form is available through KIRC and is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

**P. Payment**

**Section 103-10, HRS, provides that KIRC shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment.** For this reason, KIRC will reject any offer submitted with a condition requiring payment within a shorter period. Further, KIRC will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS.

KIRC will not recognize any requirement established by the Contractor and communicated to KIRC after award of the contract, which requires payment within a shorter period or interest payment not in conformance with §103-10, HRS.

**Q. Protest**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. It is further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board at the Kaho`olawe Island Reserve Commission front office, 811 Kolu Street, Suite 201, Wailuku, Hawai`i 96793.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chairman of the Board of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawai`i 96813 or P.O. Box 621, Honolulu, Hawai`i 96809.

PASSENGER AND CARGO HELICOPTER TRANSPORTATION  
Kaho`olawe Island Reserve Commission  
IFB No. OPS11-HELO01

Ms. Michele McLean  
Kaho`olawe Island Reserve Commission  
811 Kolu Street, Suite 201  
Wailuku, Hawai`i 96793

Dear Ms. McLean:

The undersigned has carefully read and understands the terms and conditions specified in the General Conditions, State of Hawai`i form AG-008, dated April 15, 2009, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai`i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawai`i business** incorporated or organized under the laws of the State of Hawai`i;  
**OR**  
☐ A **Compliant Non-Hawai`i business** not incorporated or organized under the laws of the State of Hawai`i, but registered at the State of Hawai`i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai`i. State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawai`i General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (if other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

## TAX EQUALIZATION CERTIFICATE

(See Special Provisions)

SUBJ: IFB No.: OPS11-HELO01

Description: Provide Passenger and Cargo Helicopter Transportation

Out-of-state Offerors not possessing a Hawai'i General Excise Tax (GET) license must answer all questions:

Yes    No  
(check only one)

- |    |  |       |         |
|----|--|-------|---------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawai'i (SOH)?                    | _____ | _____   |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____   |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH?        | _____ | _____   |
| 4. | Will your business provide any services in the SOH under the contract to be awarded?   | _____ | _____ * |

\*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s): \_\_\_\_\_

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawai'i Revised Statutes (HRS), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



PASSENGER AND CARGO HELICOPTER TRANSPORTATION  
Kaho`olawe Island Reserve Commission  
IFB No. OPS11-HELO01

*Sample Bid Submittal Information*

<b>Service</b>	<b>Unit</b>  <i>i.e., per hour?</i>	<b>Cost Per Unit</b>  <i>i.e., cost per hour?</i>	<b>Notes</b>  <i>i.e., type of aircraft, number of seats (for passenger service); internal or sling-load, dimensions or weights (for cargo service), doors off (for aerial surveys), weight limit, additional cost if subcontracted, additional cost if unscheduled? Or, service not provided?</i>
Scheduled Passenger			
Non-scheduled Passenger			
OAS Passenger			
Scheduled Cargo			
Non-scheduled Cargo			
Scheduled Cargo – HAZMAT			
Ground Support			